

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWNSHIP OF LITTLE EGG HARBOR
AND
UNITED WORKERS UNION
PUBLIC SAFETY
TELECOMMUNICATIONS OPERATORS

(January 1, 2008 to December 31, 2010)

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PREAMBLE

THIS AGREEMENT entered into by and between the Township of Little Egg Harbor, hereinafter referred to as "Township" or "Employer", and United Workers Union, hereinafter referred to as "Union", "Employees", or "UWU", has as its purpose the establishment of a fair and efficient procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this agreement shall be January 1, 2008, except where certain provisions are specifically identified and indicated to take effect on a different date. This agreement shall expire December 31, 2010. ***This Agreement shall continue in full force and effect until such time as a new Agreement is endorsed by the parties.***

ARTICLE I

RECOGNITION

A. Employer hereby recognizes the United Workers Union, as the sole and exclusive representative of all permanently appointed full-time employees identified and holding the title of Public Safety Telecommunications Operator, and such additional titles as the parties may later agree to include.

B. The above title includes the following designations in the same titles series: "Trainee", "Senior", "Supervising Safety Telecommunications Operator", "***Chief of Telecommunications Operator***", ***Assistant TAC Officer, TAC Officer.***

C. (1) The following employees, except as otherwise set forth above, are specifically excepted from eligibility for representation by "UWU" and are not covered by this agreement: all managerial, executive, confidential, and supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act; all craft employees; all professional employees; all law enforcement officers of the Little Egg Harbor Township Police Department; casual employees; temporary employees; all other employees; and

Footnote: It is the intention of the parties that the bar to union representation and collective bargaining agreement coverage pertaining to provisional employees shall not include full-time employees who already have permanent status in the career service with Employer. For example, an employee who is regularly appointed to a title and subsequently is provisionally promoted pending promotional procedures would still be entitled to union representation and collective bargaining agreement coverage. However, a newly hired employee who is hired provisionally within the competitive division of the career service would not be entitled to union representation or collective bargaining agreement coverage until the future date of regular appointment or expiration of the twelve month ineligibility period contained in this Article in Paragraph C.

Provisionally appointed employees who do not have underlying permanent status shall be specifically ineligible for representation by "UWU" and coverage by this collective bargaining agreement for a period of twelve months measured from the date the employee is provisionally appointed. If a provisional employee is not regularly appointed prior to expiration of the ineligibility period and remains employed by Employer, the provisional employee shall be eligible for union representation effective on the first day after the ineligibility period and remains employed by Employer, the provisional employee shall be eligible for union representation effective on the first day after the ineligibility period expires. The provisional employee shall also be eligible for collective bargaining coverage at that time except that the following sections of this collective bargaining agreement are not applicable to provisional employees:

Items that do not apply:	Article	Section
<u>Seniority</u>	<u>XI</u>	<u>1,2,3</u>
<u>Leaves of Absence</u>	<u>XII</u>	<u>B1,3</u>
<u>Employee Rights</u>	<u>XVI</u>	<u>G</u>

D. Union acknowledges that the Township is regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to applicable rules and regulations of DOP.

E. For purposes of this Agreement, a "full-time" employee is defined to mean an employee who regularly works 25 or more paid hours per week, who is represented by Union, and who is entitled to all or a portion of the benefits contained in this collective bargaining agreement.

F. A "part-time" employee is defined to mean an employee who regularly works less than 25 paid hours per week, is not entitled to representation by Union, and is not entitled to the benefits contained in this collective bargaining agreement.

ARTICLE II

AGENCY SHOP

A. The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each Employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notices of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the Employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any other action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE III

CONTRACTUAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCES

A. When negotiations are scheduled during normal working hours the local representative (e.g., chairperson, president or shop steward) of "UWU", or his or her designees, shall be granted time off with no loss in regular pay when such time is necessary to negotiate with the Employer's representatives. Under no circumstances shall negotiation activities result in the earning of cash or compensatory overtime.

B. The local representative (e.g., chairperson, president or shop steward) of "UWU", or his or her designee, shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by a covered employee or the Union on behalf of a covered employee. All such leave time shall be approved in advance by ***the Township Administrator and/or Chief of Police***. Under no circumstances shall grievance activities result in the earning of cash or compensatory overtime.

ARTICLE IV

HEALTH & WELFARE

Employer will provide health insurance coverage to full-time covered Employees in accordance with the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to an Employee, Employee's spouse and Employee's eligible dependents. ***Effective on or about September 1, 2007, medical and hospitalization coverage shall be provided by Employer solely through Horizon Blue Cross/ Blue Shield Direct Access Plan.***

However, an Employee who is entitled to coverage may opt for a Traditional indemnity plan, if a Traditional plan is in fact offered by the Township's insurance provider.

2. Employer reserves the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the pertinent enrollment dates (***e.g., September 1st, 2007 for Direct Access***) and Employer provides Union forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Union with a copy of the plan.

3. ***A summary chart*** listing the deductibles, co-payments, co-insurance, out-of-pocket maximums, and other key features of the Health Insurance Plan is attached hereto as a schedule to this agreement. Employer shall provide Union a master copy contract as soon as practicable after the date on which Employer receives the master contract from each health care insurance carrier.

4. **Retirement:** Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an Employee, Employee's spouse and Employee's eligible dependents provided the Employee has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirement; or has reached the age of 62 years and retires with a minimum period of service of 15 years with Employer; or has retired on a disability pension, such retirement benefits to be provided in accordance with the provisions set forth below:

A. This benefit shall not apply to former employees who retired on or before January 1, 2001.

B. This benefit shall terminate at such as the retired Employee or the spouse, in the case of spousal coverage, becomes eligible for Medicare.

C. A retired Employee's entitlement to all or any part of the health insurance coverage provided to non-retired Employees shall be limited to the coverage, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to Employees who have not retired.

D. Union agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determines that the pertinent contract language violates the ADEA or other federal or state law. Union waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.

5. **Cost Containment:** Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:

A) Any Employee who retires after January 1, 2001, shall be ineligible for the health care coverage provided for in this Article in the event that the retired Employee or retired Employee's spouse is employed by or retired from the State of New Jersey, Township of Little Egg Harbor (as to retired Employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District or any other employer and is entitled to health care insurance comparable to the health care insurance offered by Employer (Township). In any circumstance where the other health care insurance does not include one or more of the types of coverage offered by Employer (i.e., medical and hospitalization, prescription drug, dental, or vision), the retired Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired Employee will be entitled to enroll in Employer's dental and vision plans. In the event Employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, Employee shall be eligible to re-enroll in Employer's plans as provided for in this Article in Subparagraph 4.

B) It is understood and agreed by the parties that the continual rising cost of health care insurance is of great importance and concern, and that efforts must be undertaken by the Township and the UWU to ensure that such costs are contained. To accomplish and facilitate the above stated goal of containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units and all other participants in the plan for establishment and utilization of costs savings plan on the costs of any health care premium, the parties shall reopen the collective bargaining agreement on Health Insurance without opening any other portion of the collective bargaining agreement.

6. Employees required to operate video display terminal equipment on regular basis shall be entitled to an annual eye examination at the expense of Employer. The Employer's responsibility for such expenses shall be limited to the portion of the cost of the eye examination that is not paid for or reimbursed by the Employee's insurance.

ARTICLE V. **VACATION**

A. Effective January 1, 2008, Employees shall be entitled to the following annual vacation leave, with pay:

Eligibility:

1. New permanent, full-time employees shall receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

<u>ELIGIBILITY</u>	<u>LEAVE</u>
From the beginning of the first full calendar year of employment to the end of the third full calendar year of employment	12 days
From the beginning of the fourth full calendar year of employment to the end of the sixth full calendar year of employment	15 days
From the beginning of the seventh full calendar year of employment to the end of the tenth full calendar year of employment	20 days
From the beginning of the eleventh full calendar year of employment to the end of the fourteenth full calendar year of employment	25 days
From the beginning of the fifteenth full calendar year of employment and thereafter	30 days

3. Covered Employees shall be credited their annual paid vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1st of their first full calendar year of employment.

B. Vacation requests of five (5) or more consecutive workdays require fifteen (15) calendar days notice. **The Chief of Police** or immediate supervisor may waive these notice requirements under appropriate circumstances. However, vacation leave shall be scheduled based upon the needs of the particular department or office together with seniority when there is a conflict in vacation leave requests. When in any calendar year the vacation leave or any part thereof is not granted because of business necessity such vacation leave, or parts thereof, not granted shall accumulate and shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

C. An Employee may request to receive his or her paycheck for the dates of the vacation leave on the pay date that immediately precedes the scheduled vacation.

D. Should an employee be laid off, retire, or otherwise separate in good standing from employment with the Township, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate of the deceased Employee.

E. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st each year.

F. An Employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year except when an employee is the recipient of vacation leave through the Donated Leave Program.

G. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, approved leave under the Family & Medical Leave Act or Family Leave Act, furlough extension leave, or voluntary furlough).

H. Vacation leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal leave.

I. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned vacation leave time. Under said policy Employee may be reimbursed for not more than one year (e.g., 12 days) of unused earned vacation leave time in the discretion of the Employer.

J. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he or she shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

K. Public Safety Telecommunications Operators shall receive final notification of approval or disapproval of vacation requests within seven (7) business days of submission.

ARTICLE VI

HOLIDAYS

A. The following days are designated as paid holidays for permanent, full-time Employees:

Holiday

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Lincoln's Birthday	February 12 th .
Washington's Birthday	February 22 nd .
Good Friday	Actual Day
Easter Sunday	Actual Day
Memorial Day	4 th Monday in May
Primary Election Day	Tuesday following the 1 st Monday in June
Independence Day (July 4)	Actual Day
Labor Day	1 st Monday in September
Columbus Day	October 12 th
Election Day	Tuesday after 1 st Monday in November
Veterans Day	November 11 th
Thanksgiving Day and Day After	4 th Thursday & Friday in November
Christmas Day	December 25 th

B. Public Safety Telecommunications Operators shall receive holiday pay for working on the actual dates.

C. Employees shall not be entitled to holiday leave after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal leave.

D. Should a full-time Public Safety Telecommunications Operator work on a calendar day designed as a paid holiday in this Article, s/he will receive one and one-half (1-1/2%) times his/her base pay (in the form of cash compensation or compensatory time up to the 240 hour limit provided for in this Agreement at the discretion of the Employee) in addition to the paid holiday. If a full-time Public Safety Telecommunications Operator does not work on a calendar day designated as paid holiday in this Article, s/he will be compensated at straight time for the paid holiday.

E Public Safety Telecommunications Operators shall rotate being scheduled off each year on Thanksgiving and Christmas Day subject to the needs of the Police Department as determined by the Chief of Police.

ARTICLE VII.

SICK LEAVE

- A.** Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease, or an absence, for a reasonable period of time, due to the serious illness of a member of the Employee's immediate family.
- B.** Employees shall be entitled to the following annual paid sick leave benefits:
- 1.** New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through the 23rd day of the month.
 - 2.** After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), full-time Employees shall receive one working day after each month of service. Thereafter, at the beginning of each calendar year (i.e., January to December) in anticipation of continued employment, Employees shall receive 16 working days.
- C.** A covered Employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year.
- D.** An Employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year except when an Employee is the recipient of sick leave through the Donated Leave Program.
- E.** Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave, voluntary furlough, or approved leave under the Family & Medical Leave Act or Family Leave Act).
- F.** Sick leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained until exhaustion of terminal leave.
- G.** Should an Employee be separated for any reason from employment with the

Township without having earned any used sick leave, he or she shall have the unearned portion deducted from his or her final paycheck on a pro-rated monthly basis.

H. If an Employee is absent for reasons that entitle him or her to sick leave, the Employee's immediate supervisor shall be notified promptly, not later than his or her usual reporting time. In cases of emergency, the Employee shall notify his or her immediate supervisor as soon as reasonably practicable and shall submit a time-off request form on the day he or she returns to work.

1) Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.

2) Absence without notice and/or approval for five (5) consecutive days shall constitute a resignation not in good standing.

I. In the event of an absence for five (5) consecutive work days, the Township Administrator or Chief of Police may require proof of illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician's office which is located no more than thirty (30) miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.

J. Any Employee using paid sick leave time, except when such use is related to immediate family serious illness, shall be confined to his or her designated domicile during the Employee's scheduled shift, excepting periods of hospitalization and examinations or attendance at a doctor's office, medical facility, or drug store for the purposes of obtaining medications. The Employee shall not engage in any other work or employment during the sick leave period.

K. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition and violating any provisions concerning the reporting of sickness or illness.

L. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Under said

policy Employee may be reimbursed for not more than one year (3.g., 16 days) of unused earned sick leave time at the discretion of the Employer.

M. An Employee may convert up to ten (10) sick leave days annually into not more than ten (10) vacation days in accordance with the following conditions;

- 1)** The request may be approved or disapproved at the discretion of the Chief of Police.
- 2)** The employee shall utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year, nor shall employee be compensated for said unused converted time.
- 3)** Requests to use approved converted vacation time shall be made in the same manner as regular vacation leave time.
- 4)** Approval for the conversion shall not be granted unless the Employee's sick leave bank contains at least thirty (30) days (240 Hrs) after deducting the number of days proposed for conversion.
- 5)** The conversion shall not be granted unless Employee first uses all of his or her regular vacation leave time.

N. Supplemental Compensation Upon Separation:

1 Employees hired prior to January 1, 1998, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

A. (i) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.

(ii) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.

(III) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

B. The supplemental compensation shall be computed at the rate of 75% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of separation. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.

(i) In lieu of the supplemental compensation provided for above an Employee may elect to convert all of his or her earned, unused sick leave time to terminal leave leading up to Employee's separation from Employer. Employee shall provide notice of this election to Employer at least sixty (60) calendar days prior to the date of separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) calendar days.

(ii) Overtime pay and other supplemental pay shall be excluded from the computation.

(iii) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

2. Employees hired on or after January 1, 1998, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

A. (i) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.

ii) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.

(III) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

B. The supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of \$18,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation. The supplemental compensation shall not exceed \$18,000.00.

(i) Employees hired on or after January 1, 1998, **shall not be entitled to terminal leave.**

(ii) Overtime pay and other supplemental pay shall be excluded from the computation.

(iii) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

ARTICLE VIII

WAGES

A. Covered employees shall receive an hourly cost of living adjustment of 3% annually effective the first day of January 2008, 2009 and 2010.

B. Public Safety Telecommunicator trained and acting on personnel orders as a TAC Officer or Assistant TAC Officer will receive five hundred dollars (\$500) stipend for the pro-rated period annually. The stipend shall be paid by the first pay period in December, effective in the year 2008.

C: WAGE SCHEDULE

The following pay scale shall apply to all persons who hold the title of Public Safety Telecommunication Operators:

Start of Year #	2008	2009	2010
1 st year - (Trainee)	13.25	13.50	13.75
2 nd year	15.15	15.60	16.07
3 rd year	15.69	16.16	16.65
4 th year	16.23	16.72	17.22
5 th year	16.77	17.28	17.79
6 th year	17.31	17.83	18.37
7 th year	17.86	18.39	18.94
8 th year	18.40	18.95	19.52
9 th year	18.94	19.51	20.09
10 th year	19.48	20.06	20.66
15 th year	24.35	25.08	25.83
20 th year	25.43	26.19	26.98
25 th year	27.05	27.87	28.70

C. SHIFT DIFFERENTIAL

The shift differential shall be added to the base salary. Differentials shall be adjusted quarterly depending on the next quarter's scheduled mix of shifts (5 shifts divided by 5) The amount shall be paid to all employees and is as follows:

1500-2300 Shift	1.5% of base pay
2300-0700 Shift	2.5% of base pay
1800-0200 Shift	1.75% of base pay

D. LONGEVITY

Effective January 1, 1998, all employees who are entitled to longevity shall have it added to their "base pay" (i.e., regular rate of pay + longevity = base pay) for payroll purposes and it shall be paid on a biweekly basis with regular pay. Longevity shall become part of base pay effective on the employee's anniversary date according to the schedule below:

Five (5) years of service	2% of regular rate of pay
Eight (8) years of service	4% of regular rate of pay
Eleven (11) years of service	6% of regular rate of pay
Fourteen (14) yeas of service	8% of regular rate of pay
Seventeen (17) years of service	10% of regular rate of pay

B. Longevity payments shall commence with the start of the employee's fifth (5th) year. Employees shall move to their next step on the employee's anniversary date of hire.

C. Notwithstanding the above provisions, employees who are hired **on or after January 1, 1998, shall not be entitled to longevity.**

ARTICLE IX

WORK WEEK AND WORK SCHEDULES

A. Covered Full-Time Employees:

1. A regular work week consists of twenty-five (25) or more paid hours over five days for full-time employees except for Employee in continuous operations as set forth hereafter.

2. The regular workday commences and terminates as follows:

<u>Commence</u>	<u>Terminate</u>	<u>Department/Office</u>
7:00 A.M.	3:00 P.M.	Police Department
3:00 P.M.	11:00 P.M.	Police Department
11:00 P.M.	7:00 A.M.	Police Department
10:00 A.M.	6:00 P.M.	Police Department
8:00 A.M.	6:00 P.M.	Police Department (4 day Sch)

Shifts for covered positions in the Police Department may be revised, in accordance with management rights, without a contract opener, provided Employer provides Union thirty (30) days notice.

3. An Employee shall be entitled to one (1) paid fifteen minute rest period subject to subparagraph 5 below.

4. Employees shall be entitled to one (1) paid hour for a meal period, subject to subparagraph 5 below, for each eight (8) hour shift (ten (10) hours in the case of the 8:00 a.m. to 6:00 p.m. shift). Public Safety Telecommunications Operators shall take their meal breaks in the Municipal Complex unless the Employee agrees to wear and respond to an Employer provided paging device in order to respond to an emergency call.

5. The paid meal break provided for above is conditioned upon an Employee actually working four (4) hours during the shift (i.e. excluding paid leave time). The actual work period shall be five (5) hours for purposes of the 8:00 a.m. to 6:00 p.m. shift. (b) There shall be two fifteen (15) minute breaks allowed at any time during the day, subject to ***the office supervisor's*** approval.

6. Public Safety Telecommunications Operators who work the 8:00 a.m. to 6:00 p.m., four day work week schedule, agree that time off requested during the shift shall be deducted from available leave time in ten (10) hour increments or parts thereof. However, holidays shall be based on eight (8) hour units.

7. After twelve (12) hours of continuous work, a Public Safety Telecommunications Operator shall receive twelve (\$12.00) dollars as a meal allowance.

8. Each Public Safety Telecommunications Operator shall who is required to work a four (4) hour overtime period, shall be entitled to a twenty (20) minute break and a fifteen (15) break during the overtime period, which may be combined at the discretion of the Employee, subject to manpower needs.

B. Out-of-Title Work:

Any employee who, at the direction of the Chief of Police, performs duties outside his or her title and in a higher classification for more than eight (8) consecutive hours, shall be paid the higher base rate of pay for performing said duties. In such cases, the Employee shall be compensated for all such time from the commencement of performing the duties of the higher classification. Any employee whose title specifically provides for assuming or performing the duties of an Employee in the higher classification shall not receive any adjustment to his or her regular rate of pay.

ARTICLE X
CALL IN TIME AND OVERTIME

- A.** A full-time employee who is called in to work on a day designated as a paid holiday shall be paid two (2) times Employee's base pay.
- B.** If a full-time Employee is recalled to duty, she shall receive a minimum of two (2) hours pay at straight time (or the overtime rate in cases of overtime), unless the recall is immediately prior to or following a regular shift, in which case, the employee shall only be paid for the actual time worked.
- C.** Overtime shall be considered all work authorized by the Chief of Police and/or Township Administrator in excess of forty (40) hours per week (the pay week is Wednesday through the following Tuesday but is subject to change with notice to Employees) and shall be compensated at the rate of one and one-half (1 1/2%) times the Employee's base pay.
- D.** Overtime shall be paid in the form of cash payments or as compensatory time, at the option of the Employee, up to an accumulated maximum of two hundred forty (240) hours. Compensatory leave time shall be approved for the Employee at the discretion of the Employee's office supervisor or Chief of Police subject to the manpower needs of the office or department.
- E.** Overtime shall be paid currently.
- F.** Employer reserves the right to assign overtime work on the basis of reverse seniority after all eligible Employees have been offered overtime and have refused the overtime assignment.
- G.** Overtime work shall be offered as equally as possible among all members of the collective bargaining unit with due regard to job description.

ARTICLE XI

SENIORITY

SECTION 1. DEFINITION.

Except as may otherwise be provided for by and in accordance with Title 4A of the New Jersey Administrative Code, seniority means an employee's length of continuous service with the Employer from the date of the employee's anniversary date of hire.

SECTION 2. WORKING TEST PERIOD

Except as otherwise provided for by and in accordance with Subchapter 5 of Chapter 4 of Title 4A of the New Jersey Administrative Code, all regular appointments to a title in the career service shall be subject to a working test period of three (3) months, which may not be extended. The working test period shall begin on the date of regular appointment and shall not include any time served by an employee under provisional, temporary, interim or emergency appointment. An employee may be separated for unsatisfactory performance at the end of the working test period and may be disciplined during the working test period.

SECTION 3. LAYOFFS AND EMPLOYEE LAYOFF RIGHTS

Employer may institute layoff actions for economy, efficiency or other related reasons. In such cases, the procedures for layoffs and employee layoff rights shall be as set forth in Chapter 8 of Title 4A of the New Jersey Administrative Code.

ARTICLE XII

LEAVES OF ABSENCE

A. **Paid Leave**: Paid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:

1) **Bereavement Leave**: In the event of a death in the immediate family of the Employee, which shall be defined as spouse, parent, spouse's parents, children, brother, sister, grandparents, and stepchildren, the Employees shall be granted up to a maximum of five (5) work days leave of absence with pay. Two (2) days shall be granted for the death of any other relation. Bereavement leave must be utilized within ten (10) calendar days from the date of death. Up to two (2) additional work days may be granted at the discretion of the Township Administrator and/or Chief of Police if necessary for travel. Employer may require verification of the need for bereavement leave. In the event an Employee is on an approved leave of absence, including a workers compensation leave, exceeding thirty (30) days the Employee shall not be entitled to the bereavement leave benefit provided for herein during the period of approved leave.

2) **Personal Leave**: Employees shall be entitled to forty (40) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in cases of emergency, an Employee shall give 48 hours advance notice of his or her intent to use said personal leave. When an employee provides at least thirty (30) days notice of intent to use personal leave, the Employee's immediate supervisor and/or Chief of Police, as the case may be, shall approve or disapprove the request within seven (7) business days.

3) **Jury Duty**: Employees shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay, based upon a forty (40) hour work week, for the period of jury duty.

4) Work Related Injury or Disability: A full-time Employee who suffers an occupational illness or injury approved by Employer's workers compensation insurer, which prevents the Employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay for the period she is unable to perform his or her duties, to an accumulated maximum of six (6) months per incident/injury. During this period of time, all temporary disability payments received by the employee under the provisions of the Workers Compensation Act shall be paid over to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired employee shall be entitled only to the compensation required by the Workers Compensation Act.

5) Serious Illness. In the event an immediate family member of an Employee who is residing in the home of the employee, or in whose home the Employee is residing, is hospitalized or confined to bed on the order of a medical doctor due to an extremely serious illness or injury, the Employee shall be permitted to take a paid leave of absence for up to five (5) work days for the purpose of attending to the family member.

a) Employees hired on or **after January 1, 2001**, shall not be entitled to serious illness leave as provided for herein but may use accumulated sick leave time for such purpose in accordance with the provisions of N.J.A.C. 4A:6-1.3(g)(3).

An employee who utilizes leave pursuant to subparagraphs (A)(1), (3), (4), or (5) above shall not be employed elsewhere or for another employer for any reason during such leave.

B. Unpaid Leave of Absence:

1) Education: After completion of one year of employment, full-time Employees may, upon written request, be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of the leave. For any educational leave of absence more than ninety (90) days but less than one (1) year, the Employee may request in writing to the Township Committee prior to completion of the leave period, that the Employee be placed upon a preferential waiting list to be reassigned to his or her former job title.

2) Family Leave: Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the state and federal laws.

3) Military Leave of Absence: Employees who are in the military service shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of Orders.

The Township Committee may grant and approve other unpaid leaves of absence upon such terms and conditions as may be approved by the Township Committee.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Any grievance or dispute arising between an Employee and the Employer with respect to the application, meaning or interpretation of the provisions contained in this Agreement, or in the written policies or administrative decisions of the Employer, shall be settled in the following manner:

Step 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the **Chief of Police** by filing a written grievance within thirty (30) calendar days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The **Chief of Police** shall attempt to adjust the grievance informally but shall respond in writing to Employee or Employee's representative within seven (7) calendar days after receiving the grievance in the event the grievance cannot be resolved informally.

Step 2: If Employee's grievance is not resolved to Employee's satisfaction at Step 1 by the **Chief of Police** or if no response is provided by the **Chief of Police** within the time allowed, the grievance may be presented in writing by Employee or Employee's representative to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the **Chief of Police** or should have received same in the event no response was provided. A Step 2 response shall thereafter be served upon Employee or Employee's representative within seven (7) calendar days from the date of receipt of the grievance by the Township Administrator.

Step 3:/a. If Employee's grievance is not resolved to Employee's satisfaction at Step 2 by the Township Administrator or if no response is provided by the Township Administrator within the time allowed, Employee shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commission (PERC) within fifteen (15) calendar days from the date Employee receives the Township Administrator's response or the date the response should have been provided in the event no response is provided by the Township Administrator.

/b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to

vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. All other costs shall be paid by the party incurring same.

1) The parties may request the arbitrator to decide, as preliminary issue, whether she has jurisdiction to hear and decide the matter in dispute. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.

2) The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance.

3) The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

4) The decision of the arbitrator shall be in writing and shall include a statement of reason for such decision.

B. If Employee elects to exercise any rights of appeal or other remedies available through any other administrative or civil procedures (e.g., Merit System statutes and regulations), Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration.

C. *The Employer and the Union shall meet to discuss the dispute and attempt to frame and narrow the issue for the Arbitrator's consideration.*

ARTICLE XIV

STRIKE & LOCKOUTS

Section 1. In addition to any other restriction under the Law, there shall be no strikes, work stoppages or slow downs of any kind during the term of this Agreement and the Employer shall not cause any lockout. No officer or representatives of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any Employee who participates in a violation of the provisions of this Article.

Section 2. The Union shall be prohibited from scheduling any membership meetings or demonstrations which may have the same effect as a strike, work stoppage or slowdown.

ARTICLE XV

MANAGEMENT RIGHTS

- A.** Except as abridged, limited or modified by the terms of this Agreement **or applicable law**, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of New Jersey and the United States of America.
- B.** Except as abridged, limited or modified by the terms of this Agreement, all such rights powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.
- C.** The Township Administrator may, at his/her discretion, curtail all non-essential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential employees to use their leave time, during such times without due recourse of those essential employees required to remain at their normal assignments. Those non-essential employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.
- D.** The Township of Little Egg Harbor retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
- E.** The Township of Little Egg Harbor retains and reverses unto itself the power to make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.

F. The Township of Little Egg Harbor retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the employees.

G. The Township of Little Egg Harbor retains and reserves unto itself the right to hire all employees; to promote, transfer and assign employees; to retain employees in positions within the Township; and to suspend, demote, discharge or take any other appropriate disciplinary action against any employees for good and just cause.

H. In the exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, procedures, rules, regulations, Codes of Conduct, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to the extent of such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the United States.

I. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1, et seq. or any other federal, state, county or local laws or regulations.

ARTICLE XVI

EMPLOYEE RIGHTS

- A) Upon the approval of the Township Administrator, Employees shall be given time off with pay in order to attend required continuing education courses. Said courses must relate to certifications) that have been approved by the Township Administrator and directly relate to Employee's job duties.
- B) ***If a P.S.T. is required to appear in court, while off-duty, that employee shall receive a minimum of two (2) hours pay at the employee's current rate. The Township shall reimburse an Employee if he/she is required to attend a court or court related matter on behalf of the Employer for using his/her own personal vehicle at the rate of 32.5 cents per mile, plus tolls.***
- C) Employee shall have access to his or her personnel file at reasonable times under the supervision of the Township Administrator or Municipal Clerk, Employee shall receive a copy of all evaluations, letters, etc., which are placed in his or her personnel file. Should Employee receive a verbal or written reprimand, Employee shall have the reprimand removed from the personnel file following a period of eighteen (18) months from the date of the reprimand, provided that Employee has not engaged in any infraction of a similar nature during the eighteen (18) month period.
- D) Employee shall be entitled to receive one copy of this Agreement.
- E) This Agreement shall survive any change in the form or type of government in Little Egg Harbor Township without necessity for renegotiation in part or in whole.
- F) No form of discipline or reprimand shall be done in such a way as to intentionally cause embarrassment to an Employee.
- G) Employees may appeal any disciplinary action through the grievance and arbitration procedure.
- H) Employees shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect hours of work, wages or working conditions, as the result of exercising his or her rights under this agreement.

- I) An Employee is entitled to Union representation during the grievance procedure as well as during any disciplinary hearings.
- J) No Employee shall be required by the Employer and/or its agent to submit to a non-criminal interrogation unless the Employee is accorded the opportunity for Union representation.
- K. No recording devices or stenography of any kind shall be used during any department interrogation, unless both the Union and the Employer agree in writing to their use prior to the interrogation.

ARTICLE XVII

GENERAL PROVISIONS

A. Employer shall supply and maintain a suitable bulletin board for Union's use in a convenient location situated in the Municipal Complex.

B. Union Activities: The Employer agrees, during working hours on the Employer's premises, without loss of pay, Union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other Employees non-working time, and attend negotiation meetings, transmit communications authorized by the local union or its officers to the Employer or its representative, concerning the enforcement of any provision of this Agreement, provided that none of the above activities shall interfere with the work activities or schedule of the Employer. Meetings with individual members can be, at representative discretion, in a secluded area of the employers' place of work or in any other area within the Township's buildings.

C. Visits by Union Representatives: The Employer agrees that accredited representatives of the ***United Workers Union***, whether local union representatives, District Council representatives or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided prior notice has been furnished to the Employer and provided that none of such activities shall interfere with the Employer's work schedule and activities.

D. Employer shall pay all reasonable expenses of an Employee related to maintaining required licensure or certification.

E. Employer shall post a notice of vacancy for any vacant position covered by this Agreement for a period of five (5) consecutive work days prior to the date the position is opened to the public. Saturdays, Sundays and holidays shall not be considered work days for purposes of this procedure. The notice shall include the starting rate of pay and essential job duties shall be posted on the Employer's employment recruitment bulletin board located in the main corridor of

the municipal complex. A copy of the notice shall be forwarded to the local Union representative (i.e., Chapter Chairperson) within 24 hours from the time the notice is posted. Promotional announcements shall be posted in accordance with instructions received from the New Jersey Department of Personnel.

F. Employees shall provide Employer written notice of retirement at least sixty (60) calendar days prior to the date of separation. In cases where an Employee is entitled to terminal leave and wishes to exercise terminal leave, the Employee shall provide Employer written notice of retirement at least sixty (60) calendar days prior to the date of separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) days.

ARTICLE XVIII

UNIFORMS

The Employer agrees to provide each Public Safety Telecommunications Operator per year with uniforms as follows:

Summer

Two (2) shirts Two (2) pants or skirts

Winter

Two (2) shirts Two (2) pants or skirts

Public Safety Telecommunications Operators shall also receive one (1) pair of regulation shoes per year.

ARTICLE XIX
SAFETY & HEALTH

At all times, the Employer will maintain safe and healthful working conditions, and will provide Employees with tools and devices that may be reasonably necessary to insure their health and safety.

ARTICLE XX
COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits Employees are entitled to receive notwithstanding the established past practices in existence prior to this Agreement, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

ARTICLE XXI
SAVINGS CLAUSE

It is understood and agreed that if any provisions of this Agreement or any application of the provisions of this Agreement to Employees shall be held invalid or contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of this Agreement, all other provisions and applications, shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII
TERMINATION & EXTENSION OF AGREEMENT

This Agreement shall be effective and remain in full force and effect from January 1, 2008 through December 31, 2010, or until a successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials on this 26 day of February, 2008.

Attest: Deana K McCracken

Scott Stites
SCOTT STITES, Mayor
Little Egg Harbor Twsp.

Attest: Deana K McCracken

David J. Tucker
DAVID TUCKER, President
United Workers Union

Attest: Deana K McCracken

Casmino Dielmo
CASMINO DIELMO, Chairperson
United Workers Union

APPENDIX A

Promotions/Demotions/Transfers:

Promotion to Senior designation:	\$1,400.00 added to base pay
Promotion to Supervisor designation:	\$1,500.00 added to base pay
Promotion to Chief P.S.T.	\$1,500.00 added to base pay

A voluntary or involuntary demotion within the promotional titles shall result in a pay deduction equivalent to the amount of the above noted promotions.

APPENDIX B

**See Attached 3 Pages
Regarding
Medical Benefits**

DIRECT ACCESS DESIGN 8

Benefit Highlights

Township of Little Egg Harbor

Plan	Office Visit	Deductible		Maximum Out-of-Pocket*	
	Copayment	In-Network	Out-of-Network	In-Network	Out-of-Network
DIRECT ACCESS DESIGN 8 100/70	\$10	None	\$100 per indiv./ \$250 per family	\$400 per indiv./ \$800 per family	\$2000 per indiv./ \$5000 per family
		In-Network	Out-of-Network		
Coinsurance		100%		70%	
Maximums					
Benefit Period		Unlimited		\$5,000,000	
Lifetime		Unlimited		\$5,000,000	
HOSPITAL/FACILITY SERVICES		In-Network	Out-of-Network		
Hospital Services Copay					
Inpatient (per admission)		None		\$200	
Inpatient Services					
Room & Board		100%		70% after deductible	
Semi-Private Room					
Intensive Care & Other Hospital Services					
Organ Transplants (Includes ABMT)		100%		70% after deductible	
Outpatient Services					
Hospital Services (operating room, blood administration, general nursing, therapy/ diagnostic services, etc.)		100%		70% after deductible	
Pre-Admission Testing		100%		70% after deductible	
Medical Emergency/Accidental Injury		100% after \$25 copay (\$25 copay applies to facility charges)			
Skilled Nursing Facility		100% up to 120 days		70% after deductible up to 60 days	
Home Health Care		100%		70% after deductible	
Hospice Care (Eligibility requires a confirmed diagnosis of terminal illness with a life expectancy of 6 months or less)		100%		70% after deductible	
PHYSICIAN SERVICES		In-Network	Out-of-Network		
Inpatient Services					
Medical Care (including consultations)		100%		70% after deductible	
Surgical Services (including assistant surgeon and anesthesia)		100%		70% after deductible	
Diagnostic/Therapy Services		100%		70% after deductible	
Outpatient/Out-of-Hospital Services					
Office Visits (including related diagnostic/therapy services) when medically necessary		100% after \$10 copay		70% after deductible	
Medical and Surgical Care (including related diagnostic/therapy services)		100% after \$10 copay		70% after deductible	
Diagnostic X-ray and Lab		100%		70% after deductible	
Allergy Testing, Treatment & Injections**		100%		70% after deductible	
Maternity Care (Employee & Spouse)		100% after \$10 copay (Copay on 1st visit only)		70% after deductible	
Infertility (includes in-vitro fertilization per NJ Mandate)		100% after \$10 copay		70% after deductible	
Preventive Care		100% after \$10 copay		4 egg retrievals per lifetime	
Well Child Care (through age 19)				70% (no deductible)	
Child Immunizations/Lead Testing **					
Annual Routine Physicals (beginning at age 20 per NJ Mandate)					
Annual Prostate Screening (men age 40 and over)**					
Annual Routine Gyn Exam & Pap (per NJ Mandate)					
Mammography (per NJ Mandate)**		One baseline between ages 35 and 39; Annual mammogram age 40 and over***			
Short Term Therapies: Physical, Speech, Occupational, Respiratory/Inhalation (Limit of 3 modalities per visit - out of network only)		100% after \$10 copay		70% after deductible	
Therapeutic Manipulations		100% after \$10 copay		70% after deductible	
Diabetic Education (per NJ Mandate)		100% after \$10 copay		30 visit maximum per benefit period	
				70% after deductible	

DIRECT ACCESS DESIGN 8

Benefit Highlights

Township of Little Egg Harbor

OTHER SERVICES	In-Network	Out-of-Network
Ambulance (Ground Transport & Air Transport)	100%	70% after deductible
Bariatric Surgery	100%	70% after deductible
Diabetic Supplies (per NJ Mandate)	100%	70% after deductible
Durable Medical Equipment	100%	70% after deductible
Physical Rehabilitation Facility Inpatient Services	100%	70% after deductible
Prescription Drugs	Covered under a freestanding program	
Routine Vision Exam	100% after \$10 copay	70% after deductible
Vision Hardware	Limited to 1 per benefit period	Not Covered
MENTAL HEALTH/SUBSTANCE ABUSE ¹	In-Network	Out-of-Network
Inpatient Physician Services	100%	70% after deductible
	100% up to 25 days per benefit period	50% after deductible
	then 90% up to 10 days per benefit period	up to 30 days per benefit period
	30 days per lifetime combined in and out-of-network	
Inpatient Facility Services	1st 25 days in network per benefit period do not accumulate towards the lifetime limit	
	90%	70% after deductible
	100 visits per benefit period combined in and out-of-network	
Outpatient Services	300 visits per lifetime combined in and out-of-network	
	100%	70% after deductible
Group Therapy	3 sessions = 1 outpatient visit	
	100%	70% after deductible
Partial Hospitalization	2 partial days = 1 inpatient day	
COST MANAGEMENT	In-Network	Out-of-Network
Catastrophic Case Management	Covered	Covered
	Physician Network Responsibility In State	Member Responsibility
Pre-Admission Review	Member Responsibility Out of State	20% reduction for non-compliance
ELIGIBILITY		
Children are covered to the end of the calendar year in which they turn age 23. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to age 23. Under certain conditions, coverage may be extended for qualified dependents up to age 30.		

In-Network - Horizon BCBSNJ's payment for eligible expenses when services are obtained from one of the providers in our Managed care Network. Horizon BCBSNJ reimburses both Primary Care Physicians and Specialists at the applicable allowance and the member will not be responsible for any balance bill. Direct Access provides the highest level of benefits for in-network services and the member does not have to file claims. No referrals are required.

Out-of-Network - Horizon BCBSNJ's payment for eligible services that are not obtained from one of the providers in our Managed Care Network. The member may see any physician if he/she is willing to pay a greater share of the costs. Non-network providers are reimbursed at the 90th of HIAA schedule and may balance bill up to their charges. An annual deductible and a coinsurance applies to all eligible medical and most supplemental services. Once the member reaches the out-of-pocket maximum, the Plan pays 100% of the appropriate allowance for eligible services for the rest of the year. The member is responsible for complying with all utilization review and cost containment programs.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your booklet for more information.

¹ All Mental Health/Substance Abuse Care Services must be coordinated through the Horizon BCBSNJ/Magellan Behavioral Health Program. Alcoholism and Biologically Based Mental Illnesses will be paid as any other medical condition pursuant to the NJ state mandates.

*All copayments, deductibles and coinsurance count towards the Out-of-Pocket maximum.

**Copay will apply when an office visit procedure code is billed separately.

***More frequent mammograms are covered if under age 40 with a family history of breast cancer or other breast cancer risk factors.

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Three Penn Plaza East, Newark, New Jersey 07105

www.HorizonBlue.com

Horizon Blue Cross Blue Shield of New Jersey Prescription Drug Program Township of Little Egg Harbor

The Prescription Drug Program covers FDA approved legend drugs. A prescription order from a physician is required for drugs to be eligible. Prescriptions may be refilled within one year of the original prescription date, when authorized by the physician and permitted by law. Any limitations that apply to an original prescription also apply to the refills.

Copayments		
Type of Program	Generic drugs	Brand Name drugs
Two Tier Copayment Plan: - lower copay applies to generic drugs; higher copayment applies to brand name drugs regardless if a generic substitute was available.	<i>Retail: \$3</i> <i>Mail Order: \$5</i>	<i>Retail: \$10</i> <i>Mail Order: \$15</i>
Benefit Period Maximum	<i>Unlimited</i>	
Days Supply	Retail - up to 90 days (1 copay applies for each 30 day supply) Mail Order - up to 90 days (1 copay applies for the 90 supply)	
Contraceptives	<i>Covered</i>	
Diabetic Supplies:	Blood Glucose Monitors Test Strips Insulin Injection Aids Cartridges for the Legally Blind Syringes Insulin Pumps and appurtenances Insulin Infusion Devices Oral Agents for Controlling Blood Sugar	
Exclusions:	<i>Prescription Smoking Deterrents</i> <i>Anti-Obesity Drugs</i> <i>Over the counter Vitamins & Minerals</i> <i>Growth Hormones (unless prior authorized)</i> <i>Drugs for Cosmetic Purposes</i> <i>Immunization Agents and Allergy Serum</i>	

*Children are covered to the end of the calendar year in which they turn age 23. Full-time students are covered until the end of the calendar year they reach age 23 or until the end of the month during which their full-time student status ends. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to age 19.